

JUDGE LYNN



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOLMAR GROUP AG f/k/a KOLMAR
PETROCHEMICALS AG,

Plaintiff,

- against -

RAHUL SALES LIMITED a/k/a RAHUL
SALES LTD.,

Defendant.

08 Civ.

ECF CASE

VERIFIED COMPLAINT

Plaintiff, KOLMAR GROUP AG f/k/a KOLMAR PETROCHEMICAL AG (hereinafter "Kolmar" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, RAHUL SALES LIMITED a/k/a RAHUL SALES LTD., (hereinafter "Rahul" or "Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331.

2. At all times material to this action, Kolmar was, and still is, a foreign corporation, or other business entity organized and existing under the laws of Switzerland.

3. Upon information and belief, Rahul was, and still is, a foreign corporation, or other business entity organized and existing under the laws of India.

4. At all times material to this action, Kolmar was the disponent owner of the motor vessel "PULP" (hereinafter "The Vessel").

5. At all material times to this action, Meteor Pvt. Ltd. (hereinafter "Meteor") acted as agents in India for Kolmar.

6. On or about February 27, 2007, Kolmar and Rahul entered into a contract (hereinafter "the contract") whereby Kolmar Petrochemicals AG agreed to sell and Rahul agreed to buy a cargo of 15,000 metric tons of methanol, plus or minus five percent in seller's option, on a cost, insurance and freight ("CIF")¹ basis with delivery to the discharge port of Kandla, India. *A copy of the contract is attached hereto as Exhibit "1".*

7. Paragraph 8 of the contract provides, in relevant part, as follows:

Payment Terms: Net cash in U.S. Dollars at 90 days from Bill of Lading date against maximum 6 Irrevocable and confirmed Documentary Letters of Credit all of which to be received latest by 15th March, 2007 issued by a bank acceptable to seller. Letter of Credit to be telex/swift advised as the fully operative instrument directly to the advising bank.

See Exhibit "1".

8. Paragraph 9 of the contract included separate "maritime conditions" as follows:

Laytime to commence 6 (six) hours from tendering of Notice of Readiness or when vessel is all fast at berth, whichever occurs first. Laytime allowed (period or rate) and demurrage rate to be agreed upon vessel nomination. All other maritime conditions to be in accordance with Asbatankvoy Charter Party form.

See Exhibit "1".

9. Rahul acknowledged and accepted the terms of the contract by sending Meteor the last page of the sales contract signed by Rahul and stating "accepted". Rahul also added the following clause: "As we have the right to establish up to 6 (six) LC's (letters of credit), we may

¹ "CIF" is a shipping term in which the exporter clears the goods for export and pays the costs, insurance and freight of transporting the goods to the port of destination; however, all risk and additional costs is transferred to the importer or buyer once the goods pass the ship's rail in the load port

advise you to send contracts for part quantities in favour of our customers." *A copy of Rahul's acceptance is attached hereto as Exhibit "2".*

10. On or about March 1, 2008, Kolmar nominated the Vessel for performing against the contract for the carriage of approximately 14,100 to 14,300 metric tons (the full capacity of the Vessel) of methanol. *A copy of the vessel nomination is attached hereto as Exhibit "3".*

11. The vessel nomination provided for laytime for discharging at 200 metric tons per hour, Sundays and holidays included; and demurrage² to be paid at a rate of \$20,000 per day, pro rata. *See Exhibit "3".*

12. The vessel nomination also provided for discharge ports of either Kandla, Mumbai or Nhava Sheeva port. *See Exhibit "3".*

13. In March, 2007, Kolmar Petrochemicals AG changed its name to Kolmar Group AG. *A copy of this notice is attached hereto as Exhibit "4".*

14. On or about March 15, 2007, Rahul advised Kolmar that it had appointed assignees under the sales contract for the import of the methanol cargo and also for establishing the respective letters of credit in favor of Kolmar.

15. In consideration of Kolmar accepting the letters of credit issued by Rahul's assignees, Rahul agreed at all times to remain fully liable directly to Kolmar for the performance of the contract. *Copies of these Letters of Assignment are attached hereto as Exhibit 5.*

16. The Vessel arrived at Kandla in the morning of April 14, 2007, within the estimated arrival date range provided for in the vessel nomination.

² Demurrage is a fee paid by the charter to the ship owner when the latter's ship is detained beyond the specified date agreed to.

17. The berth was occupied and the Vessel waited for berthing instructions until the next morning on April 15, 2007, when she was then shifted to berth as was safely moored to berth at 11:10 hours.

18. The discharge of the Vessel proceeded extremely slowly as there was not enough space in the shore tanks for discharging the cargo. The discharging was interrupted on numerous occasions on shore requests. On April 18, 2007, port authorities ordered the Vessel to leave the berth because it was left idle and discharging was interrupted due to lack of space on the shore side. The Vessel was re-berthed on April 21, 2007 and discharge operations were completed on April 24, 2007. *See Statement of Facts for Discharging, attached hereto as Exhibit "6".*

19. The discharge of the cargo took 9 days, 17 hours and 10 minutes. The vessel nomination allowed for laytime of 2 days, 22 hours and 14 minutes. Thus, Rahul owed demurrage to Kolmar for a period of 6 days, 18 hours and 56 minutes, at the rate of \$20,000 per day, for a total due of \$135,775.00. *A copy of Kolmar's invoice, laytime calculation and demurrage statement dated June 10, 2007 is attached hereto as Exhibit "7."*

20. Rahul has continuously failed and/or refused to pay the outstanding demurrage due and owing under the contract. On or about March 11, 2008, Meteor sent Rahul another request for payment of the outstanding demurrage. *A copy of this request is attached hereto as Exhibit "8".*

21. To date, Rahul has failed and/or refused to pay the outstanding demurrage.

22. Rahul has breached the separable maritime provisions terms of the contract by refusing to pay outstanding demurrage due and owing to Kolmar.

23. Pursuant to the contract, disputes between the parties are to be submitted to the jurisdiction of the High Court of London. Kolmar will commence litigation after the commencement of this action and jurisdiction is obtained over Rahul.

24. This action is brought in order to obtain jurisdiction over Rahul and also to obtain security for Kolmar's claims and in aid of proceedings in the High Court of London.

25. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law.

26. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

a.	Plaintiff's Principal Claim:	\$ 135,775.00
	<i>Outstanding demurrage</i>	
b.	Interest for 3 years, compounded quarterly at 7%:	\$ 31,423.66
c.	Estimated recoverable legal fees and costs:	\$ 70,000.00
	Total:	\$ 237,198.66

27. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant. *See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "9".*

28. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any property of the Defendant held by any garnishee within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That pursuant to 9 U.S.C. §§ 201. *et seq.* and/or the doctrine of comity this Court recognize and confirm any foreign judgment rendered on the claims had herein as a Judgment of this Court;

C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendant within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to the amount \$ 237,198.66 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court enter Judgment against Defendant on the claims set forth herein;

E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: June 11, 2008
New York, NY

The Plaintiff,
KOLMAR GROUP AG f/k/a KOLMAR
PETROCHEMICALS AG

By: Anne C. LeVasseur
Patrick F. Lennon
Anne C. LeVasseur
LENNON, MURPHY & LENNON, LLC
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 – phone
(212) 490-6070 – fax
pfl@lenmur.com
acl@lenmur.com

ATTORNEY'S VERIFICATION

State of New York)
)
County of New York) ss.: City of New York.

1. My name is Anne C. LeVasseur.

2. I am over 18 years of age, of sound mind, capable of making this
Verification, and fully competent to testify to all matters stated herein.

3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the
Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information and
belief.

5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.

6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents and/or
representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: New York, NY
 June 11, 2008

Anne C. LeVasseur
Anne C. LeVasseur

EXHIBIT 1



KOLMAR PETROCHEMICALS AG
Lanbehof, Metallstrasse 9, 5300 Zug / Switzerland
Tel: +41 41 727 57 00 Fax: +41 41 727 57 01

FACSIMILE TRANSMISSION

To **Rahul Sales Ltd**
Attn **Mr. Onkar Anand, Managing Director**
Fax **+ (91) 172 270 8840**

CC **Meteor New Delhi**
Attn **Mr. Randhir Mehta**

Date **28th February 2007**

No. of pages **- 6 - (including cover page)**

Kolmar's Sale of 15,000 Metric Tons Methanol
Our Ref. 2006167

We are pleased to confirm the following sale transaction concluded with your company on 27th February 2007.

Methanol / Sale Contract No: 2006167

1) **Buyer**
Rahul Sales Ltd
S.C.O. 151 - 152 Sector 8C
Madhya Marg
Chandigarh 160009
India
Tel: + (91) 172 2726 756
Fax: + (91) 172 270 8840
E-Mail: operations@kolmarpetro.com

2) **Seller**
Kolmar Petrochemicals AG
Lanbehof, Metallstrasse 9
6300 Zug
Switzerland
Tel: + (41) 41 727 5700
Fax: + (41) 41 727 5701

3) Description

Methanol

4) Quantity

15,000 Metric Tons, plus/minus 5 Percent in Seller's option.

5) Price

USD 407.00 per Metric Ton.

6) Delivery Terms

CFR Kandia.

7) Delivery Time

For scheduled arrival during April 2007.

8) Payment Terms

Net cash in U.S. Dollars at 90 days from Bill of Lading date against maximum 6 Irrevocable and confirmed Documentary Letters of Credit all of which to be received latest by 15th March, 2007, issued by a bank acceptable to seller. Letter of Credit to be telex/swift advised as the fully operative instrument directly to the advising bank.

If the opening bank does not have any direct telex/swift facilities with the Advising bank they may advise the Letter of Credit through their correspondent. However, the Letter of Credit must be further advised to the advising bank with costs thereof for Buyer's account. Letter of Credit to be available by negotiation with the advising bank.

The fully workable Letters of Credit must be received by the beneficiary with all the required amendments, latest by 15th March, 2007.

Failure by Buyer to deliver to Seller the operative Letters of Credit as stated above shall be considered a breach of this contract. Upon such breach, Seller shall have the right upon written notice to Buyer to cancel this contract without in any way limiting any other remedies available to Seller.

Please open your Letter of Credit in accordance with the following wording which forms an integral part of this contract:

==QUOTE==

Beneficiary:

Kulmar Petrochemicals AG
Laubhof
Metallstrasse 9
6300 Zug
Switzerland

Total amount:

U.S. Dollars 6,105,000.00 (sixmilliononehundredfivethousand) plus/minus 5 percent

Quantity:

15,000.00 metric tons (fifteen thousand) plus/minus 5 percent

Goods:

Methanol

Price/unit:

USD 407.00 per Metric Ton

Validity:

For shipment latest 31st March, 2007.
For validity of Letter of Credit 30th April, 2007.

Payment:

Payable at 90 days from Bill of Lading date against presentation of the following documents or commercial invoice 3-fold and/or Seller's Letter of Indemnity for any missing documents:

- Commercial Invoice.
- 3/3 original shipped on board Charter Party Bills of Lading issued or endorsed to the order of [to be advised by buyer], plus 4 non-negotiable copies.
- Certificate of Quantity.
- Certificate of Quality.

- Certificate of Origin.
- Negotiable insurance certificate in duplicate for 110% of invoice value covering all risks including contamination, loss in weight in excess of 0.5 percent.

Special conditions:

- This Letter of Credit may be confirmed by the advising bank at the request and cost of the beneficiary.
- T.T. reimbursement acceptable.
- Commingled cargo acceptable.
- Charter Party Bills of Lading showing freight payable as per Charter Party are acceptable.
- Partial shipments allowed.
- Typographical or spelling errors shall not constitute a discrepancy.
- Documents presented later than 21 days after the Bill of Lading date but within the validity of the Letter of Credit are acceptable.
- All banking charges relating to the Documentary Letter of Credit outside The advising bank will be for the applicant's account.

If the payment due date falls on a Saturday or a banking holiday other than Monday, then payment will be effected on the preceding business day. If due date falls on a Sunday or a Monday banking holiday, then payment will be effected on the following business day.

This Letter of Credit is subject to the "uniform customs and practice for documentary credit" (1993 revision) of the International Chamber of Commerce (publication no. 500).

==UNQUOTE==

9) Maritime Conditions

Laytime to commence 6 (six) hours from tendering of Notice of Readiness or when vessel is all fast at berth, whichever occurs first. Laytime allowed (period or rate) and demurrage rate to be agreed upon vessel nomination. All other maritime conditions to be in accordance with Asbatankvoy Charter Party form.

10) Invoicing Basis

Net loaded Metric Tons as shown on Bill of Lading, and verified by an independent inspector at load-port.

11) Title and Risk

To pass from Seller to Buyer at load-port as material passes the incoming flange of Sellers's vessel.

12) Origin

Seller's option

13) Inspection

By an independent surveyor at loading port whose findings for quantity, quality and vessel's cleanliness shall be final and binding for both parties. Costs to be for Seller's account.

14) Governing Law

This contract shall be governed and construed in accordance with the laws of England (without reference to any conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

15) Jurisdiction

Each party expressly submits to the jurisdiction of the High Court of London without recourse to arbitration.

16) Force Majeure

Neither Seller nor Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of material, delays of carriers due to breakdown or adverse weather, perils of the seas, embargoes, accidents, restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls). The time of Seller to make or Buyer to receive delivery hereunder shall be extended during any period in which delivery shall be delayed or prevented by reason of any delivery hereunder shall be so delayed or prevented for more than 60 (sixty) days, either party may terminate this contract with respect to such delivery upon written notice to the other party.

17) Liabilities

In no event shall Seller be liable for indirect or consequential damages or for specific performance.

18) Assignment

Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder without prior written consent of the other party.

Other Conditions

Where not in conflict with the other conditions of this contract, Incoterms 2000 to apply including subsequent amendments as applicable on the date of shipment.

Entire Agreement

Notwithstanding anything contained in any other agreement to the contrary, this agreement contains the entire agreement between the parties with respect of the subject matter hereof and all proposals, negotiations and representations relating thereto are merged herein.

All terms and other elements of this contract are to be kept private and confidential by all parties concerned.

Operational Contacts:

Mr. Peter Brannreiter

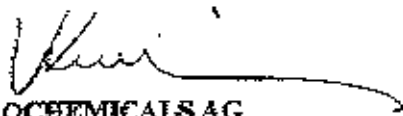
Tel: + (41) 41 727 5713

Fax: + (41) 41 727 5701

E-mail: operations@kolmarpetro.com

We are pleased to have been able to conclude this transaction with your company.

Kind Regards,



KOLMAR PETROCHEMICALS AG

Confirmation Report - Memory Send

Page : 001
 Date & Time: 28-Feb-07 17:08
 Line 1 : 441-41-7275791
 Machine ID : Kolmar Petrochemicals AG

Job number : 352
 Date : 28-Feb 15:46
 To : 26095172270848
 Number of pages : 085
 Start time : 28-Feb 15:46
 End time : 28-Feb 17:08
 Pages sent : 080
 Status : 50

Job number : 862

*** SEND FAILED ***



KOLMAR PETROCHEMICALS AG
 Leubachhof, Metallstrasse 9
 6300 Zug, Switzerland
 Tel: +41 41 727 5700 Fax: +41 41 727 5701

FACSIMILE TRANSMISSION

To : Bahal Sales Ltd
 Mr. Chakar Anand, Managing Director
 + (91) 172 270 8840
 CC : Metcor New Delhi
 Mr. Ramesh Mehta
 Date : 28th February 2007
 No. of pages : 5 - (including cover page)

Kolmar's Sale of 15,000 Metric Tons Methanol
 Qty Ref. 2006167

We are pleased to confirm the following sale transaction concluded with your company on 27th February 2007.

Methanol / Sale Contract No: 2006167

- 1) Buyer
 Bahal Sales Ltd
 S.O. 151 - 152 Sector 3C
 Mayapuri Marg
 Connaught Place 160009
 India
 Tel: + (91) 172 2726 756
 Fax: + (91) 172 270 8840
 E-Mail: anand@bahal.co.in
- 2) Seller
 Kolmar Petrochemicals AG
 Leubachhof, Metallstrasse 9
 6300 Zug
 Switzerland
 Tel: + (41) 41 727 5700
 Fax: + (41) 41 727 5701

=====

Message Printed on 28/02/2007 17:20:17 by AQH RefNum: AQH742457

Kolmar's sales contract for Rahul, 13000MT Methanol

From/To: Meteor Private Delhi at 28/02/2007 17:20:09

=====

To: Meteor New Delhi
Attn: Mr. Randeep Mehta
Re: Kolmar's sales contract for Rahul, 13000MT Methanol

Dear Mr. Mehta

Please find attached the above mentioned contract which please pass on to Rahul, as we were unable to fax it through to them.

Kind Regards

Alicia Quintanilla
Kolmar Petrochemicals AG
Laubhof, Metallstrasse 9
6300 Zug, Switzerland
Tel. +41 41 727 57 00
Fax +41 41 727 57 01

----- End of Message -----

ReplyTo: meteor <meteornd@vsnl.com>
From: meteor <meteornd@vsnl.com>
To: Rahul Sales Mr Onkar Anand <anandor@sancharnet.in>,
ONKAR ANAND <anandor@rahulsales.com>, functiontrading.uk@kolmarpetro.com
cc: calcutta meteor <metcompl@dataone.in>
Subject: Re: Import of Methanol
Date: Tue, 27 Feb 2007 19:20:38 +0530

Corrected Message

----- Original Message -----

From: meteor
To: Rahul Sales Mr Onkar Anand ; ONKAR ANAND
Sent: Tuesday, February 27, 2007 3:56 PM
Subject: Import of Methanol

Attn : Mr Onkar Anand
CC : Mr Basil Sebril - Kolmar London

We are pleased to confirm for and on behalf of M/s Kolmar Petrochemicals Ag Zug
15000 tons Methanol at \$ 407 BMT CIP Kandla for April 2007 arrival. Payment LC 90 days.
Maximum number of LCs 6 in case possible efforts will be made to reduce the
number of LCs to the maximum possible. LC to be opened latest by 15 March 2007.

Kolmar contract will follow.

Best regards
Randeep Mehra

EXHIBIT 2

17) Liabilities

In no event shall Seller be liable for indirect or consequential damages or for specific performance.

18) Assignment

Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder without prior written consent of the other party.

Other Conditions

Where not in conflict with the other conditions of this contract, Incoterms 2000 is apply including independent arrangements as applicable on the date of shipment.

Entire Agreement

Notwithstanding anything contained in any other agreement to the contrary, this agreement contains the entire agreement between the parties with respect of the subject matter hereof and all proposals, negotiations and representations relating thereto are merged herein.

All terms and other elements of this contract are to be kept private and confidential by all parties concerned.

Operational Contact

Mr Peter Berggren

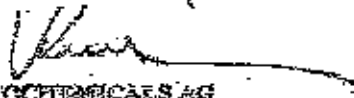
tel: +46 (0) 8 727 5715

fax: +46 (0) 8 727 5761

E-mail: oper@kymat.se

We are pleased to have been able to conclude this transaction with your company.

Kind Regards,



KALMAR PETROCHEMICALS AG

ACCEPTED

As we have the right to establish up to 6 (six) LC's, we may advise you to send contracts for part quantities in favour of our customers

SIGNED

Accepted

As we have the right to establish up to 6 (Six) LC's, we may advise you to send contracts for part quantities in favour of our customers.

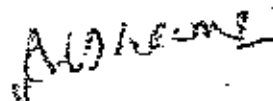


EXHIBIT 3

Page: 2

RefNum: 4745008

Message Printed on 01/03/2007 14:57:57 by MHO RefNum: 4745008
Re: 15 KT Methanol For Retail Sales - Cat 2005167CIP Kandla
From/To: (meteor <meteornd@vsnl.com>) at 01/03/2007 13:52:35

ReplyTo: meteor <meteornd@vsnl.com>
From: meteor <meteornd@vsnl.com>
To: Matthies Moss <operations@kolmarpetro.com>,
zug Kolmar <functiontrading.ch@kolmarpetro.com>
cc: London Kolmar <functiontrading.uk@kolmarpetro.com>
Subject: Re: 15 KT Methanol for Retail Sales - Cat 2005167CIP Kandla
Date: Thu, 01 Mar 2007 18:12:56 +0530

Attn :Mr Matthies Moss
cc :Mr Christoph Wessbauer
Mr Basil Jebail

Further earlier email, Retail Sales have sent us their vessel acceptance as per attached.

Regards
Ranchhir Mohda

[A Mime Part (- attachment: filename=ecarpull.pdf, was detected here)

----- End of Message -----

Message Continued...

121-125, Amesbury, Massachusetts, Marion Jones, 1900.

TO : Amul Sales Ltd. Chennai

June 24th 1959

பின்னர் கீழ்க்கண்டவாறு

No. of pages including this page - One

١٠٠

* 2009 ལཱ་ཆ་ཕྱི་ཤིང་མཉམ་འཇུག་གི་ཁྲིམས་འཇུག་པོ་ལྟར་

Our products have nominated the following vessels for performing operations: submersible

ਸਿਧਾਂਤ: ਭਾਗ ਪੜ੍ਹਾਈ

ប្រើប្រាស់ប្រភេទ ទឹកស្អាត

၆။ နှစ်စဉ်

1985-86 ମାସ ଚକ୍ର ଅଟ 0.50 ମି ୫ ପଞ୍ଜୀ.

Class for 1 hull-machinery, ~~engine~~ tankered tanker-

[illegible][illegible]

7/2 143,50,00

සංඝරාජ 2: 62 ක්.

ಅಭಿಮತ ಸಹಿತ ಒಪ್ಪಂದ ಮಾಡಿ, 12 ಸೆ. 2014 ರಿಂದ 17599 ರೂ. ನ್ನು 2 ಸಾವಿರ 500 ರೂ. ಗಳು ಕಡಿತ ಮಾಡಿ

2. କିମ୍ବଦନ୍ତୀ କାବ୍ୟର ସଂଖ୍ୟା 359.7 ଥାନା ନିମ୍ନ ଥାନା

ಪ್ರಾಚೀನತನದ ಅಂಶ, ಅದರ ಸ್ವರೂಪ ಮತ್ತು ಅದರ ಸ್ಥಾನ

સાચું જાણે છે 103 ના પાંચ મિલિયન મેલિયન મિલિયન

ଅନୁସନ୍ଧାନ କ୍ରମ 14,200-14,300 ମଧ୍ୟ

ETA 02:44 April

అక్షరములు 32వ పాఠమున ఉన్నవి

Contractor USD 20,345,000

Q. 1. *अस्य कविः कः ?*

We would appreciate receiving your written comments per return envelope.

தலைவர் அவர்களே: திரு. கிருஷ்ணமூர்த்தி அவர்கள் கேள்வி எண் 10-க்குப் பதிலாகக் கேள்வி எண் 11-ஐக் கேள்வி எண் 10-ஆக மாற்றித் தருமாறு கேட்டுக் கொள்கிறேன்.

* The Directorate must call in sister Kamala on Thursday. Maria-Sterea will.

பிழைப்பு கருவிகள்

1. *W. m. m.*

အိန္ဒိယနိုင်ငံ၊ ဟိမဝန္တာတောင်တန်း

Page:0

RefNum:4746603

Message Printed on 01/03/2007 12:10:43 by MMS RefNum:MMO4746603
 Re: 15 KT Methanol for Rahul Sales - Cnt 2006167CFF Kandla
 From/To: Meteor <meteor@vsnl.com> at 01/03/2007 12:00:40

ReplyTo: meteor <meteor@vsnl.com>
 From: meteor <meteor@vsnl.com>
 To: Matthieu Moss <operations@kolmarpetro.com>,
 and Kolmar <functiontrading.ch@kolmarpetro.com>
 cc: Meteor Private Delhi <meteor@del2.vsnl.net.in>,
 Meteor Private Kolk <meteor@kol.vsnl.com>,
 Meteor Private Mumb <meteor@lmbn1.net.in>
 Subject: Re: 15 KT Methanol for Rahul Sales - Cnt 2006167CFF Kandla
 Date: Thu, 01 Mar 2007 15:29:20 +0530

Attn :Mr Matthieu Moss
 CC :Mr Christoph Krschammer

We duly nominated vessel 'MT Puli' to Rahul Sales who have reverted with the following comments

- We cannot accept discharge rate of more than 200 MTS/SHCN
- The discharge port will be either Kandla or Mumbai / Bhavnagar
- Please also check on the charges for additional port

Regards
 Randeep Mehta

----- End of Message -----

Message Continues...

- BASIL with call RANOMIL

== Completion report for message M004742614 at 02/28/2007 5:48:13 PM ==

*** Destinations ***

4742615 02/28/2007 5:48:13 PM Delivered Meteor Private Delhi
 4742616 02/28/2007 5:48:13 PM Delivered Meteor Private Kolk
 4742617 02/28/2007 5:48:23 PM Delivered Meteor Private Mumb
 4742618 02/28/2007 5:47:57 PM IntSGMail Kolmar Petro AG

*** Message Ready ***

To: Meteor Private Delhi
 Meteor Private Kolk - Tara John
 Meteor Private Mumb
 Kolmar Petro AG

FROM: Kolmar Petrochemicals AG
 DATE: 02/28/2007 5:48:13 PM
 REF: M004742614

RE: Vsl for 12 kt Methanol CIF Kandla

Dear Mr. Mehta,

Please find below our nominated vessel for the above agreement. Let us have your clean acceptance in writing no later than 01 March 14:00 hrs Swiss time as per details:

Vessel: MT FIBEL
 Turkish flag
 built 2007
 15856.3 mts dwt at 8.60 M S.draft,
 Class by 1-hull-machinery, chemical tanker/oil tanker,
 esp, unrestricted navigation, sys ncl, aut-lms,
 ice class 1a, clean sep, awn-aps, ig, vcs, cargo control
 Loa 148.00 m
 beam 21.50 m,
 marine line coated tanks, 12 sag, total 17539 cbm at 98 pct
 2 slop tanks tll cap 339.7 cbm at 98 pct
 equipped with steam line and H2 gen
 Cargo: min. 14,100 mt upto full cargo Methanol
 (full cargo abt. 14,200 -14,300 mt)
 Disport: osp/b Kandla (ETA 03-14 April)
 Laytime: 350 mt/hr shinc
 Demurrage: USD 26,000 pd/pr
 C/P: Asbatazvoy

Regards,

Matthieu Moss
 Kolmar Petrochemicals AG
 Saubehof, Metallstrasse 9
 5300 Zug, Switzerland
 Tel. +41 41 727 57 00
 Fax. +41 41 727 57 01
 E-mail: operations@kolmarpetro.com

----- End of Message -----

EXHIBIT 4



Kolmar Group AG
Leubachhof, Metallstrasse 9, 8300 Zug / Switzerland
Tel. +41 41 727 57 00 Fax +41 41 727 57 01

March 2007

Dear valued Customers and Business Partners,

Please be advised that in line with the global planning strategy of this company, as of 28th February 2007, the name of this company has been changed from Kolmar Petrochemicals AG to Kolmar Group AG.

This name change doesn't change or affect our legal status; neither does it reflect a change in management or ownership in any respect. Also its registered address remains the same: Metallstrasse 9 in Zug, Switzerland.

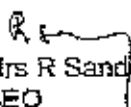
You will see our new name, Kolmar Group AG on purchase enquiries and contracts etc., but all other details such as bank account numbers, address and contact details remain exactly as before. Our contractual obligations will be performed as normal as well as our operational commitments.

We endeavour to communicate our name change to all the relevant departments within your organization and only request that you arrange for updating your administrative systems accordingly.

Kolmar Group AG maintains its business philosophy of "Function Trading" within the Petrochemical industry and continues to provide services and solutions to its business partners, covering crude oil derivatives and alternative energy products as well.

We would like to take this opportunity to thank you for your loyal support and business and are confident that also in the future our business relationship will continue to be mutually beneficial.

Yours sincerely,
Kolmar Group AG


Mrs R Sandelowsky
CEO



Mr R Aviner
Director

EXHIBIT 5

ADDRESS TO SUR

3 Mar 07 10:47

Rahul Sales Ltd.

911722708840

P.7

RAHUL SALES LIMITED

S.O.G. 353-452, Top Floor, Sector E-C, Madhya Marg, Chandigarh-160 002
 Telephones: 2726196, 2726157, Fax: 0181-172-273840
 WEB SITE: www.rahulsales.com E-MAIL: rahulsales@sancharnet.in



ATTN: Mr. Peter Braumert

March 03, 2007

Kolmar Petrochemicals AG
 Switzerland

Letter of Assignment

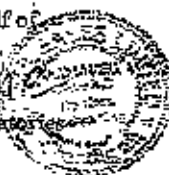
We refer to the contract no. 2006167 dated 28th February 2007 entered into between our two organizations covering our Purchase from Kolmar Petrochemicals AG of fifteen thousand metric tons Methanol for delivery on agreed terms during April 2007. We hereby agree to modify and amend the terms of the contract as follows:

1. We hereby confirm that we nominated M/s United Phosphorus Ltd. our assignee for importing 1000 metric tons plus minus five percent Methanol on our behalf being the subject of our above mentioned contract and we hereby request that you accept L/C on the basis agreed in our contract issued by M/s United Phosphorus Ltd. as our assignee.
2. In consideration of you accepting L/C issued by M/s United Phosphorus Ltd., agree that any payment made by them under this L/C to Kolmar Petrochemicals AG shall constitute a full and final payment for the 1000 metric tons Methanol represented by the relevant shipping documents and shall discharge any obligation from you to us under the terms of our contract for the purchase of such 1000 metric tons Methanol. Furthermore, we agree that at all times we shall remain fully liable directly to you for performance of the contract in accordance with its terms, notwithstanding the fact that:
 - a. We have appointed M/s United Phosphorus Ltd. our assignee for importing the 1000 metric tons Methanol on our behalf to meet our delivery obligations from you under the contract and
 - b. We have instructed you to receive payment direct from M/s United Phosphorus Ltd. through the instrument of the letter of credit which they have issued in your favour.

Please sign this contract amendment below thereby signifying your agreement to its terms and conditions.

For and on behalf of
 Rahul Sales Ltd.

(Signature)
 Authorized signatory



To: 2726196 2726157 Fax: 172-273840

FOR NO. 9

FROM: 9

Reference: P254754018

Message printed on 05/03/2007 15:03:43 by P25

Message printed on 05/03/2007 15:03:43 by P25
 Rahul Sales Limited Letter
 05/03/2007 15:03:43

End of Message

6 Mar 07 18:18

Rahul Sales Ltd.

911722708840

P.1

Rahul Sales Limited

S.O.O. 15th Flr, Sector 8-C, Padiya Eng. Chaudhary-166 000
 Telephone: 2726758, 2726757 Fax: 0091-472-2708840
 Website: www.rahulsales.com EMail: rahul@rahulsales.com



Dated: 15.03.2007

M/s Kolmar Group AG,
 Switzerland.

Letter of Assignment

We refer to the contract no.2006167 dated 28th February 2007 entered into between our two organisations covering our Purchase from Kolmar Group AG 15,000 (fifteen thousand) metric tons Methanol for delivery on agreed terms during April 2007. We hereby agree to modify and amend the terms of this contract as follows:

1. We hereby confirm that we nominated PEC Ltd our assignee for importing 5000 metric tonnes plus minus five percent Methanol on our behalf being the subject of our above mentioned contract and we hereby request that you accept L/C on the basis agreed in our contract issued by PEC Ltd as our assignee.

2. In consideration of you accepting L/C issued by PEC Ltd, agree that any payment made by them under this L/C to Kolmar Group AG shall constitute a full and final payment for the 5000 metric tons Methanol represented by the relevant shipping documents and shall discharge any obligation from you to us under the terms of our contract for the purchase of such 5000 metric tons Methanol. Furthermore, we agree that at all times we shall remain fully liable directly to you for performance of the contract in accordance with its terms, notwithstanding the fact that, (a) we have appointed PEC Ltd our assignee for importing the 5000 metric tons Methanol on our behalf to meet our delivery obligations from you under the contract and (b) we have instructed you to receive payment direct from PEC Ltd through the instrument of the letter of credit which they have issued in your favour.

Please sign this contract amendment below thereby signifying your agreement to its terms and conditions.

For and on behalf of
 Rahul Sales Ltd.

M. Sharma
 Authorised signatories

ATTN: Mr. Peter Brautrecht
 Mr. MATTHIEU MOSS

Tel: 0091-472-2708840

Fax: 0091-472-2708840

Page: 1

From/To: (UNKNOWN) 91-16/03/2007 13:38:15

Message ID: 00000000000000000000000000000000

Message ID: 00000000000000000000000000000000

Message Printed on 19/03/2007 08:54:06 by MNO Re: MNO4782722
 From/To: (UNKNOWN) at 19/03/2007 07:36:02

FROM : _____ FAX NO. : _____ Mar. 19 2007 12:25PM PT

7 Mar 07 12:24 Rahul Sales Ltd. 811722708240 P.1

RAHUL SALES Limited
 S.O. 151-152, Top Floor, Sector 8 - G, Madhya Marg, Chandigarh-160 009
 Telephones : 2726755, 2726757, Fax : 3897-172-2708240
 WEBSITE: www.rahulsales.com E-MAIL: rahulsales@rahulsales.com

Kolmar Petrochemicals AG
 Switzerland

17.03.07

Letter of Assignment

We refer to the contract no.2306167 dated 28th February 2007 entered into between our two organizations covering our Purchase from Kolmar Petrochemicals AG of 6000 metric tons Methanol for delivery on agreed terms during April 2007. We hereby agree to modify and amend the terms of the contract as follows:

1. We hereby confirm that we nominated Triaxpo Enterprises Ltd. our assignee for importing 6000 metric tons plus minus five percent Methanol on our behalf being the subject of our above mentioned contract and we hereby request that you accept L/C on the basis agreed in our contract issued by Triaxpo Enterprises Ltd as our assignee.
2. In consideration of you accepting L/C issued by Triaxpo Enterprises Ltd, agree that any payment made by them under this L/C to Kolmar Petrochemicals AG shall constitute a full and final payment for the 6000 metric tons Methanol represented by the relevant shipping documents and shall discharge any obligation from you to us under the terms of our contract for the purchase of such 6000 metric tons Methanol. Furthermore, we agree that at all times we shall remain fully liable directly to you for performance of the contract in accordance with its terms, notwithstanding the fact that:
 - a. We have appointed Triaxpo Enterprises Ltd. our assignee for importing the 6000 metric tons Methanol on our behalf to meet our delivery obligations from you under the contract and
 - b. We have instructed you to receive payment direct from Triaxpo Enterprises Ltd. through the instrument of the letter of credit which they have issued in your favour.


Please sign this contract amendment below thereby signifying your agreement to its terms and conditions.

For and on behalf of
 Rahul Sales Ltd.

[Signature]
 Authorized signatories

ATTN: MR. MATTHEW MOSE

EXHIBIT 6

	K. I. T. T. K. ve Sanayi İşletmeleri A.Ş. Fehim Paşa Caddesi No:14 A Blok Kat: 34062 Alibeyköy Üsküdar - İstanbul - Türkiye.	Tel : +90 216 651 88 85 Fax : +90 216 651 01 55 e-mail : info@kittk.com.tr operations@kittk.com.tr
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STATEMENT OF FACT FOR DISCHARGING

Vessel : M/T PULI
 Port : KANDLA / INDA
 Date : 24-04-2007
 Cargo : METMANOL
 Used tug (arr) : NO
 Draft (F) : 7,85 Draft (M) : 8,85 m
 Voyage No : 03/07
 C/P Date :
 B/L : 14090.775
 S/F :
 Used tug (dep) :
 Draft (A) : 8,85 m

Re : Statement of Facts For Discharging

Statement's	Date	Time	Remark's
Vessel Arrived	14.04.2007	0815	
Notice Of Read. Tendered	14.04.2007	0815	
Anchored	14.04.2007	0835	
Anchor up	14.04.2007	1330	
Pilot On Board	14.04.2007	1345	
Anchored	14.04.2007	1515	
Pilot left	14.04.2007	1520	
Anchor up	15.04.2007	0940	
Pilot On Board	15.04.2007	1000	
First Line To Shore	15.04.2007	1020	
All Fast	15.04.2007	1110	
Commenced Ullage Taken	15.04.2007	1200	
Ullage Taken	15.04.2007	1300	
Before Disch. Cal. Comp.	15.04.2007	1330	
Free Pratique Granted	15.04.2007	2115	
Notice Of Read. Accepted	15.04.2007	as per c/p	
Hose Connected	15.04.2007	2310	
Sample Taken	15.04.2007	2300	
Discharging Commenced	15.04.2007	2315	
Discharging Completed	24.04.2007	0800	
Hose Disconnected	24.04.2007	0835	
Documents On Board	24.04.07	0910	
P.O.R.	24.04.07		
Unmoored	24.04.07		
Vessel Sailed			

Remark's

Discharging rate arranged as per shore request.

13.04.07 fr:1300lt to 2310lt vessel awaiting shore readiness.

17.04.2007 / 1230 suspended discharging due to shore request.

17.04.2007 fr:1230lt to 18.04.2007/1500lt vessel awaiting shore readiness for discharging.

18.04.2007/1000 lt resumed discharging maintain manifold pressure 1 bar as per shore request.

18.04.2007 fr:1055lt to 1135lt stopped discharging due to shore request.

18.04.2007 / 1300 stopped discharging due to shore request.

18.04.2007 / 1345 hose disconnected

18.04.2007 / 1505 pilot

18.04.2007 / 1515





K TANKERLİK ve
Gemi İşletmeciliği A.Ş.
Fahrettin Kerem Gökay Cad. No:14
A Blok Kat:2 34382 Beşiktaş
İstanbul - Türkiye

Tel: +90 216 654 18 66
Fax: +90 216 654 01 52
e-mail: info@ktankering.com
operasyon@ktankering.com

18.04.2007 / 1600 pilot left
18.04.2007 / 1710 vessel anchored outer anchorage area
21.04.2007 / 1420 anchor up
21.04.2007 / 1535 pob
21.04.2007 / 1650 first line ashore
21.04.2007 / 1720 all fast
21.04.2007 / 1720 pilot left
21.04.2007 / 1745 commenced ullage taken
21.04.2007 / 1930 ullage taken
21.04.2007 / 2000 calculation completed
21.04.2007 / 2010 hose connected
21.04.2007 fm:2010 to:21.50 vessel awaiting shore readiness.
21.04.2007 / 2150 resumed discharging
22.04.2007 / 1040 stopped discharging due to shore request
23.04.2007 / 1200 hose disconnected
23.04.2007 / 2035 hose connected for slops.
23.04.2007 / 2040 commenced discharging slops.
23.04.2007 / 2100 completed discharging slops.
23.04.2007 / 2120 hose disconnected for slops.
23.04.2007 / 2245 hose connected
24.04.2007 / 0005 resumed discharging
23.04.2007 fm:1040 to:24.04.2007 / 0005 vessel awaiting shore readiness.



Receiver



MT. PULI V. 03/07
 MT. OIL JETTY NO. 02

PORT OF BANGAL (INDIA)
 DATE: 24-04-2007

/// STATEMENT OF FACTS ///

Vessel arrived at Kandla (ISOP) 1
 Notice of Readiness tendered 0815 hrs on 14-04-2007
 Notice of Readiness accepted 0815 hrs on 14-04-2007
 Vessel Anchored at OTB 0815 hrs on 14-04-2007
 Pilot boarded at OTB for berthing 1305 hrs on 14-04-2007
 Dropped Anchor at Harbor Anchorage 1515 hrs on 14-04-2007
 Pilot on board at Anchorage for berthing 1000 hrs on 15-04-2007
 First line Ashore 1020 hrs on 15-04-2007
 Vessel berthed at Oil Jetty No.02 1110 hrs on 15-04-2007
 Gangway Placed 1125 hrs on 15-04-2007
 Customs/Agents/Surveyors onboard 1130 hrs on 15-04-2007
 Unlading/Sampling/Calculation 1200-1330 hrs on 15-04-2007
 Cargo Sampling arranged by receivers 1115-2300 hrs on 15-04-2007
 Hose (1 x 6") connection by FSWAI tank farm 2300-2340 hrs on 15-04-2007
 Commenced discharge 2345 hrs on 15-04-2007
 Ceased discharge due to shortage of shore ullage 1200 hrs on 17-04-2007
 Discharge order issued by Port Authorities
 Due to idling vessel at berth 1800 hrs on 17-04-2007
 Pilot scheduled to board for shifting 1445 hrs on 19-04-2007
 Hose connected by FSWAI 0935-0945 hrs on 19-04-2007
 Resumed discharge with 3 kg pressure
 Requested by receivers terminal 1000 hrs on 19-04-2007
 Ceased discharge as per shore request 1055 hrs on 19-04-2007
 Resumed discharge as per shore request 1105 hrs on 19-04-2007
 Ceased discharge as per shore request 1115 hrs on 19-04-2007
 Resumed discharge 1125 hrs on 19-04-2007
 Ceased discharge due to shifting vessel at OTB by Port Authority due to idling at berth 1300 hrs on 19-04-2007
 Unlading/Calculation 1300-1320 hrs on 19-04-2007
 Air blow to shore line 1320-1330 hrs on 19-04-2007
 Hose disconnection by FSWAI tank farm 1330-1340 hrs on 19-04-2007
 Pilot on board at OT. No.2 for shifting 1505 hrs on 19-04-2007
 Vessel dropped/anchored at OTB 1710 hrs on 19-04-2007
 Receivers confirmed shore ullage spec 1800 hrs on 19-04-2007
 Pilot on board at OTB for reberthing 1535 hrs on 21-04-2007
 First line Ashore 1630 hrs on 21-04-2007
 Vessel berthed at Oil Jetty No.02 1720 hrs on 21-04-2007
 Gangway placed 1740 hrs on 21-04-2007
 Agents / Surveyors onboard 1740 hrs on 21-04-2007
 Unlading/Sampling/Calculation 1745-2000 hrs on 21-04-2007
 Hose (1 x 6") connection by FSWAI tank farm 2000-2010 hrs on 21-04-2007
 Resumed discharge to FSWAI 2150 hrs on 21-04-2007
 Ceased discharge due to shore ullage problem 1045 hrs on 23-04-2007
 Air blow to shore line 1040-1050 hrs on 23-04-2007
 Hose disconnection by FSWAI 1050-1100 hrs on 23-04-2007
 Hose connection (1 x 6") by JKS 2025-2035 hrs on 23-04-2007
 Commenced discharge 2040 hrs on 23-04-2007
 Completed discharge to JKS 2100 hrs on 23-04-2007
 Air blow to shore line 2100-2110 hrs on 23-04-2007
 Hose disconnection 2110-2120 hrs on 23-04-2007

Cont... 02



//Page No. 02//

MS: PULP/03/07
 AS: 011-0001 NO. 02

PORT OF RANOLA (INDIA)
 DATE: 24-04-2007

//STATEMENT OF FACTS//

Shore connection by PSNAI
 Resumed discharge to PSNAI
 Completed discharge
 Dry Tank inspection
 All ship to shore line
 Shore disconnection by PSNAI

2135-2245 hrs on 23-04-2007
 0001 hrs on 24-04-2007
 0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007

Documentation completed
 Pilot boarded for sailing
 Unberthed
 24150 disembarked
 Vessel sailed

0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007
 0000 hrs on 24-04-2007

Receiver's	Cargo B/L qty	Export	Receiver's Terminal
------------	---------------	--------	---------------------

M/S PULP LTD.	METANOL 3347 335 MT	USPUL	PSNAI TANK TARM
M/S SOUTHERN ENTERPRISE	METANOL 3347 335 MT	USPUL	PSNAI TANK TARM

DELAYS:

From	To	Reason
0815 hrs/14-04	1315 hrs/14-04	Awaited Pilot for berthing
1315 hrs/14-04	1515 hrs/14-04	Harbour steaming/dropped anchors at V Anchorage
1515 hrs/14-04	1800 hrs/14-04	Awaited variation of berth /pilot/tide for berthing
1800 hrs/14-04	1815 hrs/14-04	Harbour steaming/securing berth etc
1815 hrs/14-04	2300 hrs/14-04	Awaited for customs documentation, sampling etc arranged by receivers/their agents
2300 hrs/14-04	2150 hrs/14-04	Awaited for shore readiness for commencement
2150 hrs/14-04	2300 hrs/14-04	Awaited for suitable tide /pilot for sailing /shifting after completion of final documentation

Stoppages:

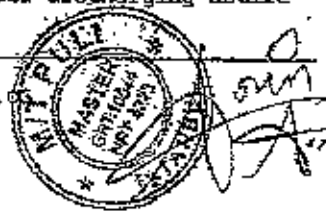
From	To	Reason
1230 hrs/17-04	1000 hrs/18-04	Ceased discharge by shore due to Tank space problem
1055 hrs/18-04	1105 hrs/18-04	Ceased discharge by shore due to shore Tank space problem
1125 hrs/18-04	1135 hrs/18-04	Ceased discharge by shore due to Tank space problem
1300 hrs/18-04	1535 hrs/18-04	Ceased discharge and vessel shifted to OHS by port authority for idling of vessel At berth due to non readiness of shore tanks.
1040 hrs/23-04	0005 hrs/24-04	Ceased discharge by shore due non-readiness of shore tanks

Master's/Agents Remarks:-

Vessel is having facility for providing more than one manifold for discharging cargo at Ranola. But receivers used only one manifold for discharging entire cargo.



Cont. ...



MT "PULL V. 03/07"
AT OIL JETTY NO. 02

PORT OF KANDLA (INDIA)
DATE 28.04.2007

11/STATEMENT OF FACTS

Master's/Agents Remark:

All delays/detention/storage/shifting of vessel from berth by port authorities due to loading of vessel at berth / delayed for vessel's scheduled sailing schedule / handling all expenses and cost of shifting vessel to OOB / Reberthing / loading at berth / penalty etc. will be on receivers account.

Master's Letter of protest stating above to Receiver's terminal (IT no. 2 as Annexure "A") AND Agents letter of protest stating above (IT no. 1) including shifting order by Port Authorities as Annexure "B") are signed as integral part of this SOF.

SUBJECT TO THE TERMS/CONDITIONS & EXCEPTIONS OF THE RELEVANT CHARTER PARTY.

For CAC SHIPPING (INDIA) PVT. LTD

For M/S. RISHI KIRAN ROBINES
Rep. M/S. PEC LTD. & MOON ENTERPRISES.

As Agents

As Receiver's Agents



EXHIBIT 7



Kolmar Group AG
Laubhof, Metallstrasse 9, 8300 Zug / Switzerland
Tel +41 41 727 57 00 Fax +41 41 727 57 01

June 11th, 2007

REGISTERED

RAHUL SARKAR LTD
S.C.O 151 - 152 SECTOR 8C
MADEYA MARG
CHANDIGARH 160 009
INDIA

RE: Demurrage Claim - USD 135'775.00, 'PUEX' C/P 02.03.07
at KANDLA 14.04.07, Our Ref.: K01013, B/L Date: 18.03.07

Dear Sirs,

Herewith enclosed please find following documents concerning
the claim in reference:

- Notice of Readiness
- Statement of Facts
- Summary Sheet, Laytime Calculation and Invoice

Please acknowledge receipt of the above claim and documents
by signing and returning attached copy of this letter.

Should you have any question, please contact this office and
quote the reference number.

Your prompt attention and cooperation will be appreciated.

Yours faithfully,

KOLMAR GROUP AG

A handwritten signature in dark ink, appearing to be 'S. Battistini'.

Silvia Battistini



Kolmar Group AG
Lazarehof, Metallstrasse 9, 6300 Zug / Switzerland
Tel +41 41 727 57 00 Fax +41 41 727 57 01

June 11th, 2007

RAHUL SALES LTD
S.C.O 151 - 152 SECTOR 8C
MADHYA MARG
CHANDIGARH 160 009
INDIA

ORIGINAL

INVOICE No: K01013.30

Vessel : PULI	C/P Date: 02.03.07
Our Ref.: K01013	B/L Date: 18.03.07
	Ctr. No.: 2011478/542/581
at KANDLA	on 14.04.07

Demurrage incurred as per attached
Laytime Calculation and Summary Sheet

Claim amount : USD 135'775.00

DUE DATE: 21.06.07 .

Payment instructions:

To: Bankers Trust, New York / USA, A/C No. 044111122, for
further credit to: ING Belgium, Brussels, Geneva Branch /
Switzerland, Swift: BBRUCHGT, in favour of: Kolmar Group AG /
Zug / Switzerland, A/C CH5108387000002441783 / USD

SUMMARY FOR CUSTOMER: RAUL

Vessel : PULZ
 Our Ref.: K01023
 Cargo : METHANOL

Port	Total Cargo Quantity	Claimee's Quantity
KANDLA	14047.355	14047.355

Net Time Used in Port(s) : 9.71528 days (9d 17h 10m) (see Laytime Calculation)
 Time Used for the Customer: 9.71528 days (9d 17h 10m)
 Allowed Laytime : 2.92653 days (2d 22h 14m)
 Time on Demurrage : 6.78875 days (6d 18h 56m)

Demurrage Rate : 20000.00

DEMURRAGE AMOUNT : USD 135775.00

EXPLANATION		Time in days	Equals
Port	Used Time		
KANDLA	9.715280		9d 17h 10m
Allowed Laytime	2.926530		2d 22h 14m
Time On Demurrage	-		6d 18h 56m

RE: On Demurrage from 17.04.07(13:39) at port KANDLA

Sub-reference : 1

LAYTIME CALCULATION: RAMIL

Cargo : METHANOL
 Vessel : FULLI
 Our Ref. : K01013

Discharge Port : KANDLA
 Arrival Date : 14.04.07
 Laydays (Window):
 Time Starts : 14.04.07 at 14:15 (N.O.R. Allowance (5h))
 Time Ends : 24.04.07 at 08:35 (Roses Off)

Gross Time Used: 9.76389 days (9d 18h 20m)
 Deductions : 0.04861 days (01h 10m)
 Net Time Used : 9.71528 days (9d 17h 10m)

Period		Steps at:		Counts		Does Not	Explanation
Starts at:		Steps at:				Count	
Date	Time	Date	Time	#	Lapse	Lapse	
14.04.07	14:15	15.04.07	10:00	100	19:45		
15.04.07	10:00	15.04.07	11:10			01:10	Shifting
15.04.07	11:10	24.04.07	08:35	100	9:21:25		

NB: On Demurrage from 17.04.07 (23:39) at port KANDLA

Sub-reference: 1

EXHIBIT 8

TELEPHONE : 23311948 / 23311949
FAX : 011-23318908
E-MAIL : meteor@del2.metaltech

Meteor Private Limited

121-122, Ansal Bhawan, Kirti Khera, Gandhi Marg, New Delhi-110 001

FACSIMILE TRANSMISSION

TO : Raahul Sales Ltd, Chandigarh

Date: March 31, 2008

Attn : Mr Onkar Anand
Managing Director

Fax: 0172 2708840

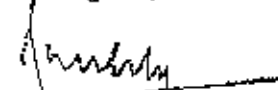
No. of pages including this page -

SUBJECT : 14,042 tons Methanol per MT Bill - Kolmar ref 2006167

This refers to Kolmar fax sent you by Mr Ghavdar Tzonev on March 11, 08 concerning the outstanding demurrage claim of \$135,000 among other outstanding issues.

For good order sake, we are re-sending the aforementioned fax alongwith the attachments and would appreciate receiving your prompt reply.

Best regards,



Randeep Menta

EXHIBIT 9

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOLMAR GROUP AG f/k/a KOLMAR
PETROCHEMICALS AG,

Plaintiff,

- against -

RAHUL SALES LIMITED a/k/a RAHUL
SALES LTD.,

Defendant.

08 Civ.

ECF CASE

AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT

State of Connecticut)
) ss: Town of Southport
County of Fairfield)

Anne C. LeVasseur, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

DEFENDANT IS NOT PRESENT IN THE DISTRICT

2. I have attempted to locate the Defendant, RAHUL SALES LIMITED a/k/a RAHUL SALES LTD. within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendant. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendant.

3. I submit based on the foregoing that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

5. This is Plaintiff's first request for this relief made to any Court.

PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy R. Peterson, Coleen A. McEwry, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendant.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendant.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendant, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS

10. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served and throughout the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: June 10, 2008
Southport, CT


Anne C. LeVasseur

Sworn and subscribed to before me
this 10TH day of June, 2008.


Notary Public / Commissioner of
Superior Court